



AAA Mediation.org™

FN-11916 MN-11916 LN-11916, Esq.

Fresh Meadows, New York



Current Employer-Title Rossi & Crowley, LLP – Partner
St. John's University School of Law - Adjunct Professor

Profession Attorney

Work History Partner, Rossi & Crowley, LLP (f/k/a Rossi Crowley Sancimino & Kilgannon LLP), 2001 – Present;
Partner/Associate, Canfield Venusti Madden & Rossi LLP (and predecessor firm), 1985 – 2001.

Adjunct Professor of Law, St. John's University School of Law, 2013-Present.

Experience Over 34 years of experience as civil trial attorney and commercial practitioner with a concentration in construction and design, government contracts, real estate, general corporate, employment, and contested trust and estates matters.

Construction practice includes representing contractors, subcontractors, design professionals, owners, sureties, and insurers involving public and private projects. Projects include industrial, infrastructure, bridges, schools, affordable housing, sports facilities, museums, hospitals, medical imaging spaces, performing arts auditoriums, office, retail, and high-end home construction. Disputes involve changed conditions, complex delays, design defects, A/E and surveyor malpractice, subcontractor claims, convenience and default terminations, labor, licensing and responsibility, surety bond claims, and lateral support of adjoining structures.

Real estate practice includes representation of real estate professionals and title insurance underwriters and their insureds in real estate related litigation and title disputes.

General commercial and corporate practice includes serving as general counsel to various business entities including manufacturers, professional services firms, real estate and construction professionals; forming corporations and LLCs and drafting related documents and agreements, buy/sell agreements, shareholder agreements and employment agreements and disputes; sale of businesses.

Balance of practice is general commercial, corporate and contested estate matters.

Mediator Experience Served as a mediator in more than 350 disputes involving construction/design, real estate,

employment, property damage & general commercial matters including numerous complex multi-party disputes. Recent claims have included: multi-party dispute concerning structural failure at a Manhattan new construction; multi-party dispute between owner, general contractor and approximately 20 subcontractors after default termination in hotel construction project; dispute between multiple family members over division of decedent's assets; dispute between university and manufacturer of a prefabricated exterior wall system over delays and alleged failure to meet design criteria for dormitory project; dispute between three adjoining owners of landmark properties in Greenwich Village over an alleged prescriptive easement for waste, water and gas pipes; dispute between municipality, contractor and engineer on a waterfront renovation project; dispute between contractor/designer of prefabricated box building and owner; dispute between owner, contractors and design professionals concerning the structural failure at a casino renovation project; dispute among multiple family members/owners re dissolution of a business, valuation, and distribution of its assets; dispute between condominium board, contractor and design professional over failure of ceiling system in 60 high-end apartments; dispute between a surety and a general contractor concerning a public works project after surety take-over; dispute between corporation and key employee over calculation of bonuses under an employment contract; dispute between architect and sub-consultant firm concerning division of fees for a major NYC public works project; dispute between charter school and contractor over construction failures and delays; dispute between contractor and owner of landmark Manhattan hotel over delays and deficiencies; numerous claims between owners and design professionals over alleged professional malpractice; several disputes between contractors and owners involving Manhattan townhouses & luxury housing; dispute between contractor and consulting engineer concerning design of a tower crane for a new high-rise construction; dispute between a developer and architect concerning alleged over-design of a project rejected after completion by municipality on zoning audit; dispute between a steel fabricator and a design-build contractor concerning a public works project; dispute between the buyer and seller of a service provider concerning valuation of existing contracts; dispute between contractor and owner concerning design deficiencies and cost over-runs in connection with the construction of a multi-story medical facility; numerous disputes concerning delay claims and valuation of change orders; dispute between several contractors and designers concerning defects in the rehabilitation of a landmark conference center; dispute between the developer of a new 15 unit condominium building and CM concerning cost overruns and delays; dispute between design-builder of a sports facility and end user concerning cost overruns and construction defects; a dispute between design professional and owner of high-end luxury car dealership over delays and design deficiencies concerning new showroom/service facility; dispute between foreign manufacturer of sophisticated medical imaging equipment and US based transportation/installation contractor; dispute between a developer, food distribution entity and architect concerning design and construction of a new warehouse and processing center; dispute between owner, GC and more than 20 subcontractors after default termination on new hotel project; multi-party dispute re construction of Hemp facility; dispute concerning default under commercial lease & good guy guaranty.

Representative Issues Handled as a Mediator

Issues encountered in mediation are numerous and include complex delay claims, assessment of liquidated damages, owner interferences, many types of alleged design errors and omissions of architects and engineers, default and convenience terminations, structural failures, division of responsibility for construction failures among multiple parties, surveyor errors, valuation of on-going contracts, suitability of design, valuation of extras, zoning errors, over-build of residential improvement, construction costs, accounting, extras, professional licensing and liability, and general breach of contract.

Disputes concerning partnership and corporate disputes and dissolutions, property damage, rights and obligations of adjoining land owners, disputes between heirs concerning division of estate assets, use and existence of easements, valuation of business entities and existing contracts, real estate title claims, commercial leasing and guarantees, professional malpractice, sharing of professional fees.

Mediator Style & Process Preferences

I believe that parties to business disputes should attempt to resolve the disputes through mediation in nearly every instance. Typically, after a dispute arises the parties try to resolve it informally but with little true effort exerted to reach a compromise. By engaging a skilled mediator, the parties can be guided to recognize some validity in their opponent's position, the potential deficiencies in their own, both of which invariably exist, and the long-term benefits of compromise. The mediator can also impress upon the parties that when the dispute finally comes up for trial or arbitration, several years later, they will be occupied with other current matters and that their time is best spent on more productive matters. Through mediation the parties have an opportunity to voice their grievances

early on before significant time and resources are spent, and hear the views of the other party in a setting conducive to compromise.

Even if a dispute has proceeded to discovery or is ready for trial or arbitration, the expense and uncertainties of a trial or arbitration warrant an attempt at mediation in nearly every case. While resources may have already been spent on the discovery process, for every day of actual hearing there will be at least three days of preparation required for counsel and witnesses. The costs of hearings are significant, and many times, immediately before trial is very good time for mediation. At that point the parties will generally have a fuller understanding of the positive and negative points of the claims and defenses to be faced. For counsel, it is not a sign of weakness to suggest mediation before, after or during discovery, but rather shows good judgment in saving expense and uncertainties for their client.

Although brief position papers are submitted in advance, in most, but not all cases, I ask the parties to make an oral presentation of their positions in the presence of the others, either through counsel or by principals. In these joint sessions, the principals or decision makers are encouraged to ask questions of the opposing side so that a dialogue is generated. For the joint session, I always stress that the discussion is meant to express more "light than heat" with a focus on convincing the other side of the worth of their position rather than attacking the other side's position.

Perhaps most importantly, the parties' decision makers are encouraged to carefully review the opposing side's submissions in advance of the mediation conference, and during the conference to carefully listen to and consider the opposing positions. The goal, as a philosopher once said, is for the decision makers to attempt to see "the truth in the opponent's error and the error in its own truth." Thereafter, I typically separate the parties and shuttle between them to try to better understand their positions and point out the potential weaknesses and strengths and points of view of the other parties. Since I have served as an arbitrator in more than 200 matters, in appropriate circumstances, I can offer my views of how a trier of fact might view the parties' arguments.

It has been my experience that before a party will significantly compromise its position at mediation, the party needs to feel that its grievances and positions have been seriously heard and considered by the opposing party and the mediator. Accordingly, I always come to the mediation session fully prepared having carefully read all documents submitted, and then listen carefully and try to empathize with the positions of each party. It is a very rare case where both parties do not have valid points that are worthy of serious consideration.

I expect the parties to be professional and honest with me and respectful to all participants.

Technology Proficiency

Will serve at in-person conference or virtually. Proficient conducting hearings and mediations virtually via ZOOM.

Education

St. Johns University (JD-1985); Fordham University (BA, English-1982).

Professional Licenses

Admitted to the Bar: New York (1986), New Jersey (1987); U.S. District Court: Southern and Eastern Districts of New York (1988).

Professional Associations

Fellow, Chartered Institute of Arbitrators
Member, National Academy of Distinguished Neutrals
Adjunct Professor, St. John's University School of Law 2013-Present
Member New York State Grievance Committee for the Second, Eleventh & Thirteenth Judicial Districts – 2014 – 2021
New York City Community Board 5 - Land Use Committee (2000 – 2014)
New York State Bar Association (Commercial Section; Federal Litigation Section)
Columbian Lawyers Association of Queens (Past President; Current Member of Scholarship Committee; Current Director)

Recent Publications & Speaking Engagements

ABA Real Estate Litigation Forum - Speaker: "Equitable Mortgages; Gaining Access to Abutting Property", June, 2015
Queens County Bar Association - Speaker: "Representing Contractors, Owners & A/E Firms - The Basics" - May, 2014
Queens County Bar Journal - Summary Discharge of Mechanics' Liens - February, 2014
"Mechanics' Liens - Procedure and Pitfalls," QUEENS COUNTY BAR JOURNAL, February 1992.

Locations Where Parties Will Not be Charged for Travel Expenses	Nationwide.
Mediation Rate	\$500 Per Day
Languages	English, Italian
Citizenship	United States of America
Locale	Fresh Meadows, NY

The AAA’s Rules provide the AAA with the authority to administer a mediation including, mediator appointment, general oversight and billing. Accordingly, mediations that proceed without AAA administration are not considered AAA mediations, even when the parties select an mediator who is on the AAA’s Roster.

The information contained in this resume has been supplied solely by the individual mediator and may, or may not, be a complete recitation of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in a mediator’s resume. If you have any questions about a mediator’s experience or background, you are encouraged to contact your case manager.

Mediators on the AAA Roster are not employees or agents of the AAA.